

FLYING FISH - FATHER OF FRESH COMPETITION RULES

30 MARCH 2023 - 30 APRIL 2023

1. INTRODUCTION

- 1.1 This promotional competition ("**Competition**") is run by The South African Breweries Proprietary Limited ("**Promoter**") and is open to all licenced customers of the Promoter (which customers are represented by an authorised representative (the "**Authorised Personnel**")), and shall include taverns, bars, restaurants and other retail outlets but exclude Wholesalers (the "**Retailer(s)**"), provided that: (i) the Authorised Personnel of such a Retailer are persons of 18 (eighteen) years or older; (ii) the Retailer has a registered address in the Republic of South Africa; and (iii) the Retailer has a valid liquor licence to trade. This Competition is not open to: (a) the directors, members, partners, agents, consultants or employees of the Promoter and their immediate families; (b) the directors, members, partners, agents, consultants or employees of any suppliers of any goods or services to the Promoter in respect of this Competition; and (c) advertising and promotion agencies and associated companies engaged by the Promoter in respect of this Competition.
- 1.2 The rules set out in this document constitute the rules which will govern the Competition ("**Competition Rules**").
- 1.3 Participation in the Competition by all Retailers ("**Participants**") constitutes acceptance of these Competition Rules.

2. COMPETITION PERIOD

This Competition will run from 30 March 2023 until 30 April 2023, both dates inclusive, or until the Promoter provides a public notice that the Competition has ended, whichever is earlier ("**Competition Period**"). Entries will only be accepted during the Competition Period.

3. COMPETITION ENTRY PROCESS

- 3.1 This Competition will have 2 entry categories as detailed below:

3.1.1 **Category 1: Entry via Self-Service Outlets (which is only available for Participants in the Western Cape) ("Category 1")**

To enter the Competition via Category 1, Participants must purchase 2 x 6 packs of any Flying Fish variant (the “**Self-Service Qualifying Products**”) at any participating Self-Service outlet as specified in Annex B (the “**Self-Service Outlets**”) during the 2-hour activation period to be confirmed and notified instore by the Promoter at the relevant Self-Service Outlet. Upon purchasing the Self-Service Qualifying Products, Participants will then be given an opportunity to spin a wheel available instore, and should the arrow of the wheel land on a Prize (defined at Competition Rule 4.1 below), Participants can immediately claim their Prize instore on a first come first served basis, while stocks last (subject to Competition Rule 5 below). Should the arrow land on a Prize that has already been depleted, the Participant will be given another opportunity to spin the wheel until it lands on any one of the remaining Prizes available to be given away.

3.1.2 **Category 2: Entry via Participating Wholesalers (“Category 2”)**

To enter the Competition via Category 2, Participants must purchase 5 x cases of any Flying Fish variant (the “**Participating Wholesaler Qualifying Products**”) at any Participating Wholesaler as specified in Annex A (the “**Participating Wholesalers**”) during the 2-hour activation period to be confirmed and notified instore by the Promoter at the relevant Participating Wholesaler. Upon purchasing the Participating Wholesaler Qualifying Products, Participants will then be given an opportunity to spin a wheel available instore and should the arrow of the wheel land on a Prize (defined at Competition Rule 4.1 below), Participants can immediately claim their Prize instore on a first come first served basis, while stocks last (subject to Competition Rule 5 below). Should the arrow land on a Prize that has already been depleted, the Participant will be given another opportunity to spin the wheel until it lands on any one of the remaining Prizes available to be given away.

3.2 Entry is only valid through the above said mediums and manner.

3.3 The Promoter does not guarantee availability of the Self-Service Qualifying Products and Participating Wholesaler Qualifying Products (collectively, the “**Qualifying Products**”) during the Competition Period. The Promoter shall not in any manner whatsoever be liable should

the stock of the Qualifying Products be depleted prior to a Participant being able to purchase the Qualifying Products for a chance to win a Prize.

- 3.4 A Participant may enter the Competition as many times as he/she wishes.

4. DESCRIPTION OF THE PRIZES

- 4.1 The Prizes available to be given away for this Competition is any 1 item of the following: 5 x Flying Fish branded t-shirts, each valued at approximately R59.95; 5 x Flying Fish branded hats, each valued at approximately R53.95; 5 x shopping vouchers to redeem at any Self-Service Outlets or Participating Wholesaler or as otherwise chosen and notified by the Promoter, each valued at approximately R100.00; and 4 x 6-packs of Flying Fish 330ml non-returnable bottles, each valued at approximately R89.99 (each, a “Prize” and collectively, the “Prizes”).
- 4.2 There are a total of 19 Prizes per Self-Service Outlet and per Participating Wholesaler available to be given away during the Competition Period.
- 4.3 The Promoter does not guarantee in-store stock availability of a Prize, which shall at all times be subject to in-store stock availability at the relevant Self-Service Outlet and Participating Wholesaler, it being recorded that the Promoter shall not in any manner whatsoever be liable should the available stock be depleted prior to an Authorised Personnel of a winner being able to collect its Prize, and the Promoter shall not be liable to provide a prize (or prizes) or a good (or goods) in substitution for a Prize which is not available due to stock being depleted.
- 4.4 A winner may not transfer a Prize, in whole or in part, to any other person or exchange a Prize for an alternate prize or for its cash value. A winner may not substitute themselves with any other person or entity.

5. WINNER VERIFICATION

- 5.1 The Authorised Personnel of a winner must be over the age of 18 (eighteen) years old and must comply with the Participant eligibility criteria set out in Competition Rule 1.1 and the requirements in these Competition Rules, which may be verified by or on behalf of the Promoter. The Authorised Personnel of a Participant may be asked to provide a copy of the Retailer’s liquor licence and/or or its representative’s identity document/passport/driver’s license/proof of purchase, if applicable, in order to be eligible to receive the Prizes. The

Promoter reserves the right to conduct the validation and verification process via automated means and/or any other means that the Promoter may deem necessary, and by participating in the Competition, all Participants consent to the appropriate validation and verification measures that the Promoter may implement from time to time.

5.2 A Prize will only be awarded by the Promoter and the Participant will only be regarded as the winner after the verification process set out in these Competition Rules has been completed to the satisfaction of the Promoter. Failing successful verification of the Participant, a substitute winner may be selected at the discretion of the Promoter.

5.3 The Promoter reserves the right to carry out audits in respect of the Participants to verify their eligibility and/or the validity of the Participant's entry. The Promoter may disqualify the Participant if any fraud or cheating or related activity is suspected, including without limitation, through the manipulation of an entry or otherwise falsifying data. Should the Promoter or its agent determine that an entry or Participant is invalid or ineligible, the relevant Participant shall not be entitled to receive the Prize and will not be compensated in any way.

6. PRIZE FORFEITURE

6.1 The Authorised Personnel of a winner must communicate its full details to the Promoter or its agent as requested by the Promoter or its agent. Failure to do so may result in forfeiture of the Prize.

6.2 If a winner is unable to attend, receive or utilise (as applicable) the Prize then the entire Prize shall be forfeited. There will be no compensation, in any form, including, but not limited to monetary compensation and/or rescheduling, to any party, irrespective of the reason/s for the inability of that winner to attend, receive or utilise (as applicable) the Prize.

6.3 Time permitting and subject to the Promoter's approval, where the Prize is forfeited a substitute winner may be chosen in the same manner as the original winner was chosen.

7. GENERAL

7.1 In the event of a dispute, the Promoter's decision is final and binding and no correspondence will be entered into.

- 7.2 The timelines stated by the Promoter or its agent must be adhered to. Failing adherence to any timeline, at any stage, may result in disqualification and forfeiture of the Prize in its entirety with no compensation to any party by the Promoter.
- 7.3 Each Participant, by participating in the Competition, acknowledges, agrees and expressly consents to:
- 7.3.1 the Promotor processing the Participant's personal information, including in the form of names, telephone numbers, identity numbers and/or email addresses, during and after the course and scope of the Competition; and
- 7.3.2 the Promotor transferring the winning Participant's personal information, including names, telephone numbers, identity numbers and/or email addresses, to the relevant third parties in order to make any required travel, delivery or other arrangements, as may be applicable, during the course and scope of the Competition for utilisation of a Prize,
- which processing and transfer shall take place in accordance with the provisions of the Protection of Personal Information Act 14 of 2013 ("POPIA") and any other applicable law, and for the purpose of giving effect to the Competition.
- 7.4 With the exception of Competition Rule 7.3 above, the Promoter will not share any personal information with any third party except where such disclosure is necessary to enable the Promoter to provide, deliver or in any other way give effect to these Competition Rules and/or a Prize, where such disclosure is permitted by law and/or where consent to sharing personal information is obtained from the relevant Participant by the Promoter. The Promoter will comply with the relevant data protection legislation, including POPIA.
- 7.5 A Participant may submit a request at <https://www.sab.co.za/content/data-subject-request-0> for the Promoter to:
- 7.5.1 correct or delete personal information about the Participant in the Promoter's possession or under its control that is inaccurate, irrelevant, excessive, out of date, incomplete, misleading or obtained unlawfully; or

- 7.5.2 destroy or delete a record of personal information about the Participant that the Promoter is no longer authorised to retain.
- 7.6 The Promoter may make media announcements containing, or otherwise publish, the names and/or photographs of the winner without remuneration being payable to the winner, provided that the Promoter will not do so if the Authorised Personnel of a winner communicates in writing to the Promoter that they do not want the names or photographs of the winner to be contained in media announcements or otherwise published.
- 7.7 Should a Prize not be available despite the Promoter's reasonable endeavours to procure a Prize, the Promoter reserves the right to substitute a Prize with another of equal value as determined in the Promoter's sole discretion and subject to availability. No person will be entitled to be compensated in any way in this instance by the Promoter.
- 7.8 The Promoter will not be responsible for any costs, expenses or other liabilities incurred by the winner which are not expressly contemplated as part of a Prize.
- 7.9 These Competition Rules may be amended by the Promoter on public notice at any time during the Competition Period or thereafter. These Competition Rules will be interpreted by the Promoter only.
- 7.10 The Promoter reserves the right to alter, amend or cancel this Competition in whole or in part. Any alterations, amendments or cancellations will be interpreted by the Promoter only. In the event of an alteration, amendment and/or cancellation, the Promoter will not compensate any individual for any reason whatsoever.
- 7.11 **Each Participant indemnifies and holds harmless the Promoter, its associated companies, and the directors, officers, employees and agents of the Promoter and its associated companies, against any and all claims for any loss or damages, whether direct, indirect, consequential or otherwise, arising from any cause whatsoever connected to or arising out of its participation in any way in this Competition or its receipt, participation, ownership and/or use of a Prize. This indemnity is not intended to exclude any liability for any person which cannot be excluded under the Consumer Protection Act 68 of 2008.**
- 7.12 The Promoter shall not be responsible for any lost, damaged, corrupted, delayed, incorrect or incomplete entries for any reason whatsoever. Proof of sending an entry will not be accepted

as proof of receipt of such entry. The Promoter shall not be responsible for the failure of any technical element relating to this Competition that may result in an entry not being successfully submitted. The Promoter is not responsible for lost, damaged or delayed entries as a result of any network, computer or cell phone hardware or software failure of any kind. No entry from an agent, third party, organized group or entry automatically generated by computer will be valid or accepted. An entry will only be valid and accepted if it complies with all entry instructions and requirements. Any form of network or systems manipulation, including but not limited to Botnets, Sim Farms, Trojans, SMS malware may not be used when entering the Competition.

- 7.13 By participating in the Competition, each Participant gives the Promoter consent to: (i) market its products and campaigns to the Participant; (ii) conduct market research using personal information of the Participant which may be shared with third parties to enable the Promoter to develop appropriate marketing strategies in respect of its customers; and (iii) use the personal information and other details provided by the Participant during the Competition entry process for the purposes of facilitation of the Competition. A Participant may decline to provide or retract its consent by opting out via the opt out mechanism provided on the communications of the Promoter.
- 7.14 These Competition Rules are also available on <http://FlyingFishAfrica.com>.

Annex A: Participating Wholesalers

JUMBO QUEENSTOWN W20L

SYDENHAM LIQUORS W39L

MIKEVA CASH & CARRY -W35L

JUMBO OTTERY - W42L

JUMBO EPPING W23L

JUMBO EAST LONDON W19L

DF SCOTT CASH & CARRY W22L

Annex B: Self-Service Outlets

BRIGHTON TOPS	NICKS KWT TOPS 2	SHOPRITE KHAYELITSHA 49145
CENTURY TOPS	PICK N PAY BEACON BAY	SHOPRITE LIQSHOP CAXTO 37920
CHECKERS 6TH AVENUE 58883	PICK N PAY CANAL WALK	SHOPRITE LIQSHOP DELFT 92279
CHECKERS CORCKWOOD 93487	PICK N PAY CENTURY CITY	SHOPRITE LIQSHOP GILLWELL 69963
CHECKERS FAIRBRIDGE 44909	PICK N PAY CLEARY PARK	SHOPRITE LIQSHOP KUILSRIVIER 33968
CHECKERS JEFFREYS BAY 60498	PICK N PAY CORPORATE WTERFRONT WC27	SHOPRITE LIQSHOP MILNERTON 66834
CHECKERS KNYSNA 51386	PICK N PAY EC23	SHOPRITE LIQSHOP NONQUBELA 57528
CHECKERS LIQOURSHOP - YORK STREET	SOUTHERNWOOD	SHOPRITE LIQSHOP WATERGATE MALL 926
CHECKERS LIQSHOP BAYWEST 94687	PICK N PAY GOODWOOD - WC20	SHOPRITE LIQSTORE PAROW PARK 39100
CHECKERS LIQSHOP EQUINOX J-BAY 8573	PICK N PAY LIQ STORE BRACKENFELL HY	SHOPRITE LIQUORSHOP - KWANONQABA
CHECKERS LIQSHOP HOUT BAY 35114	PICK N PAY LIQ STORE CAPE GATE	SHOPRITE LIQUORSHOP 93607 MOTHERWEL
CHECKERS LIQSHOP NEWTON PARK 38934	PICK N PAY LIQ STORE MIDDESTAD	SHOPRITE LIQUORSHOP MAKHAZA 34257
CHECKERS LIQSHOP SEA POINT 36699	PICK N PAY LIQ STORE SOMERSET WEST	SHOPRITE MDANTSANE 30627
CHECKERS LIQUORSHOP - EDEN MEANDER	PICK N PAY LIQ STORE STELLMARK	SHOPRITE MDANTSANE 31306
CHECKERS LIQUORSHOP - HEIDERAND 349	PICK N PAY LIQ STORE WATERSTONE	SHOPRITE ZUYABUYA 63022
CHECKERS METLIFFE PLAZA 30203	PICK N PAY LIQUOR STORE GRABOUW WC7	SUPERSPAR AND TOPS ROSMEAD
CHECKERS MOFFET 58875	PICK N PAY LIQUOR SUNNINGDALE WC32	TOPS ADDERLEY
CHECKERS PAROW 42509	PICK N PAY MITCHELLS PLAIN	TOPS AT ALGOA PARK
CHECKERS SOMERSET WEST 53728	PICK N PAY MUIZENBERG PICK N PAY	TOPS AT AMALINDA
CHECKERS TABLEVIEW 53744	OBSERVATORY	TOPS AT BELLVILLE
CHECKERS TOKAI 63470	PICK N PAY TYGERVALLEY MALL WC08	TOPS AT BLUEWATER BAY
CHECKERS VINCENT 31217	PNP G-ROUTE MALL (EC07)	TOPS AT DAKU
CIRCLE STORE CC	SHOPRITE AMALINDA 44349	TOPS AT DEBI LEE SPAR
EERSTE RIVER TOPS	SHOPRITE BELLVILLE 32807	TOPS AT FIG TREE
ERICA TOPS	SHOPRITE BLUE DOWNS 51938	TOPS AT GONUBIE
GUGULETHU TOPS	SHOPRITE EERSTE RIVER 60985	TOPS AT HIGHWAY 2
MANDELA PARK TOPS	SHOPRITE GUGULETHU 57510	TOPS AT HOUT BAY
NICKS BERA SUPERSPAR AND TOPS		TOPS AT LIGHTHOUSE 2
		TOPS AT MDANTSANE

TOPS AT MORNINGFIELD
TOPS AT MOTHERWELL
TOPS AT OBZ
TOPS AT PARKLANDS
TOPS AT PAUL ROOS
STELLENBOSCH

TOPS AT SEA POINT
TOPS AT
SOUTHERNWOOD
TOPS AT SPARCS LIQUOR
MART
TOPS AT THE ACRES

TOPS AT UITZICHT
TOPS AT VINCENT
TOPS AT ZEVENWACHT
TOPS CENTURY VILLAGE
TOPS HAASENDAL